

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 3</div>	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 02-Jul-2002		4. REQUISITION/PURCHASE REQ. NO. W22W9K-2130-2646		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, LOUISVILLE ATTN: CELRL-CT 600 DR. MARTIN LUTHER KING PLACE ROOM 821 LOUISVILLE KY 40202		CODE DACA27		7. ADMINISTERED BY (If other than item 6) CONTRACT ADMINISTRATION BRANCH ATTN: DEBRAUH M. LARDNER P. O. BOX 59 LOUISVILLE KY 40201-0059		CODE DACA27	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW27-02-B-0013	
				X		9B. DATED (SEE ITEM 11) 30-May-2002	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Subject Solicitation No. DACW27-02-B-0013 for Upper West Bank and CSO Box, Central Indianapolis Riverfront Development, Indianapolis, IN, is hereby amended as follows: See attached for revisions to solicitation.							
<small>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</small>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		02-Jul-2002	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Changes in Solicitation/Contract/Order Form

The issued by organization contact has been deleted.

Changes in Section SF 30

DACW27-02-B-0013

Amdt #0001

1. Specification Sections 00800 and 01100 are deleted and Sections 00800 and 01100 (Amdt. #0001), enclosed, are substituted therefore.
2. The following drawings are deleted and drawings with the same number (Amdt. #0001), enclosed, are substituted therefore.

CD L1-1
CD L1-2
CD L1-3
CD L1-4
CD L1-5
CD C12-2
CD C16-6
CD C16-7
CD C16-8
CD C16-9
CD C16-10
CD C16-11
CD C16-12
CD C16-13
CD C16-14
CD C16-15

3. Add the following note to Drawing No. CD C0-1

"General Note: The topography of the river bottom below the normal pool elevation has changed since the site survey was performed. The Site Sections have been revised to show more recent information. The Contractor shall use the Site Sections for pricing and construction of the work in the river, below normal pool elevation."

SECTION 00800

SPECIAL CLAUSES

PART 1 GENERAL

1.1 REFERENCES - NOT USED

1.2 SUBMITTALS

Government approval/acceptance is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Labor, Equipment and Material Reports; G,

SD-05 Design Data

Equipment-in-Place List; G,

Maintenance and Parts Data; G,

Progress Photographs; G,

Construction and Demolition (C&D) Waste Management Plan; G,

SD-07 Certificates

Warranties; G,

Insurance; G,

SD-11 Closeout Submittals

As-Built Drawings; G,

1.3 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984) FAR 52.211-10.

The Contractor shall be required to commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, prosecute said work diligently, and complete as follows:

- a. All work, except the planting described in Section 02950, ready for use not later than 540 calendar days after receipt of Notice to Proceed.

*1

- b. All other work not later than 630 days after receipt of Notice to proceed. The time stated for completion shall include as-built drawings, O&M manuals, operational tests/reports/training/instruction, equipment lists, and final cleanup of the premises. *1

1.4 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000) FAR 52.211-12.

*1

a. If the Contractor fails to complete the work described in paragraph 1.3.a. above, within the time specified in the contract, the Contract shall pay liquidated damages to the Government in the amount of **\$1,240.00** for each calendar day of delay until the work is completed or accepted. If the Contractor fails to complete the work described in paragraph 1.3.b., above, within the time specified in the Contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$40.00** for each calendar day of delay until the work is completed or accepted. *1

b. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

1.5 NOT USED

1.6 NOT USED

1.7 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000) DFARS 252.236-7001

*1

a. The topography of the river bottom below the normal pool elevation has changed since the site survey was performed. The Site Sections (CD C16-6 through CD C16-15) have been revised to show more recent information. The Contractor shall use the Site Sections for pricing and construction of the work in the river below the normal pool elevation. *1

b. At award, the Government will furnish the Contractor a compact disk containing all technical contract documents. This disk will include a complete set of drawing files and technical specification files which have all amendments incorporated. The disk will contain drawing files in CALS Type 4 format and technical specifications in PDF format.

The CALS files and the PDF files are being provided for the Contractor's use in printing hard copies of contract documents.

In addition, native CADD files and Specsintact files are provided in accordance with "AS-BUILT DOCUMENTS" paragraph for the Contractor's use in developing as-built plans and specifications.

c. The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors which might have been avoided by complying with paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

d. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

e. The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

TABLE OF DRAWINGS

<u>Sheet Reference No.</u>	<u>Date of Issue</u>	<u>Rev. No.</u>	<u>Rev. Date</u>	<u>Sheet Title</u>	<u>Sheet No.</u>
CD C0-0	01/18/02	-	-	Cover Sheet	1
	01/18/02	-	-	Index Sheet	2
	01/18/02	-	-	Construction Access Plan	Not Used
CD C0-1	01/18/02	-	-	Key Plan	3
CD C1-1	01/18/02	-	-	Existing Conditions Plan	4
CD C1-2	01/18/02	-	-	Existing Conditions Plan	5
CD C1-3	01/18/02	-	-	Existing Conditions Plan	6
CD C1-4	01/18/02	-	-	Existing Conditions Plan	7
CD C1-5	01/18/02	-	-	Existing Conditions Plan	8
CD C2-1	01/18/02	-	-	Demolition Plan	9
CD C2-2	01/18/02	-	-	Demolition Plan	10
CD C2-3	01/18/02	-	-	Demolition Plan	11
CD C2-4	01/18/02	-	-	Demolition Plan	12
CD C2-5	01/18/02	-	-	Demolition Plan	13
CD C3-1	01/18/02	-	-	Erosion & Sediment Control Plan	14
CD C3-2	01/18/02	-	-	Erosion & Sediment Control Plan	15
CD C3-3	01/18/02	-	-	Erosion & Sediment Control Plan	16
CD C3-4	01/18/02	-	-	Erosion & Sediment Control Plan	17
CD C3-5	01/18/02	-	-	Erosion & Sediment Control Plan	18
CD C4-1	01/18/02	-	-	Baseline Plan	Not Used
CD C5-1	01/18/02	-	-	Layout & Materials Plan	19
CD C5-2	01/18/02	-	-	Layout & Materials Plan	20
CD C5-3	01/18/02	-	-	Layout & Materials Plan	21
CD C5-4	01/18/02	-	-	Layout & Materials Plan	22
CD C5-5	01/18/02	-	-	Layout & Materials Plan	23
CD C6-1	01/18/02	-	-	Grading & Drainage Plan	24
CD C6-2	01/18/02	-	-	Grading & Drainage Plan	25
CD C6-3	01/18/02	-	-	Grading & Drainage Plan	26
CD C6-4	01/18/02	-	-	Grading & Drainage Plan	27
CD C6-5	01/18/02	-	-	Grading & Drainage Plan	28

CD C7-1	01/18/02	-	-	Utility Plan	Not Used
CD C7-2	01/18/02	-	-	Utility Plan	29
CD C7-3	01/18/02	-	-	Utility Plan	30
CD C7-4	01/18/02	-	-	Utility Plan	31
CD C7-5	01/18/02	-	-	Utility Plan	32
CD C8-1	01/18/02	-	-	CSO Storage Electrical General	33
CD C8-2	01/18/02	-	-	CSO Storage Electrical Site Plan	34
CD C8-3	01/18/02	-	-	CSO Storage Elect. Str. 55 Plans	35
CD C8-4	01/18/02	-	-	CSO Storage Electrical Str. 54 Plans	36
CD C8-5	01/18/02	-	-	CSO Storage Electrical Control Diagram	37
CD C8-6	01/18/02	-	-	CSO Storage Electrical Schedule/Details	38
CD C8-7	01/18/02	-	-	Lighting Electrical Area 1	39
CD C8-8	01/18/02	-	-	Lighting Electrical Area 2	40
CD C8-9	01/18/02	-	-	Lighting Electrical Area 3	41
CD C8-10	01/18/02	-	-	Lighting Electrical Area 4	42
CD C8-11	01/18/02	-	-	Lighting Electrical Area 5	43
CD C8-12	01/18/02	-	-	Lighting Electrical General	44
CD C8-13	01/18/02	-	-	Lighting Electrical Details	45
CD C9-1	01/18/02	-	-	Irrigation Plan	Not Used
CD C10-1	01/18/02	-	-	Michigan Street Existing Conditions	46
CD C10-2	01/18/02	-	-	Michigan Street Overlook Plan	47
CD C10-3	01/18/02	-	-	Michigan Street Overlook Elevations	48
CD C10-4	01/18/02	-	-	Michigan Street Overlook Details	49
CD C11-1	01/18/02	-	-	10 th Street Bridge Existing Conditions	50
CD C11-2	01/18/02	-	-	10 th Street Bridge Overlook Plan	51
CD C11-3	01/18/02	-	-	10 th Street Bridge Overlook Elevations	52
CD C11-4	01/18/02	-	-	10 th Street Bridge Overlook Details	53
CD C12-1	01/18/02	-	-	Site Details	54
CD C12-2	01/18/02	-	-	Site Details	55
CD C12-3	01/18/02	-	-	Site Details	56
CD C12-4	01/18/02	-	-	Site Details	57
CD C12-5	01/18/02	-	-	Site Details	58
CD C13-1	01/18/02	-	-	Storm Drain Profiles	59
CD C13-2	01/18/02	-	-	Storm Drain Profiles	60
CD C13-3	01/18/02	-	-	Storm Drain Profiles	61
CD C13-4	01/18/02	-	-	Storm Drain Profiles	62
CD C13-5	01/18/02	-	-	Storm Drain Profiles	63
CD C14-1	01/18/02	-	-	Utility Details	64
CD C14-2	01/18/02	-	-	Utility Details	65
CD C15-1	-	-	-	-	Not Used
CD C16-1	01/18/02	-	-	Site Sections Key Plan	66
CD C16-2	01/18/02	-	-	Site Sections Key Plan	67
CD C16-3	01/18/02	-	-	Site Sections Key Plan	68
CD C16-4	01/18/02	-	-	Site Sections Key Plan	69
CD C16-5	01/18/02	-	-	Site Sections Key Plan	70

CD C16-6	01/18/02	-	-	Site Sections	71
CD C16-7	01/18/02	-	-	Site Sections	72
CD C16-8	01/18/02	-	-	Site Sections	73
CD C16-9	01/18/02	-	-	Site Sections	74
CD C16-10	01/18/02	-	-	Site Sections	75
CD C16-11	01/18/02	-	-	Site Sections	76
CD C16-12	01/18/02	-	-	Site Sections	77
CD C16-13	01/18/02	-	-	Site Sections	78
CD C16-14	01/18/02	-	-	Site Sections	79
CD C16-15	01/18/02	-	-	Site Sections	80
CD C16-16	01/18/02	-	-	Site Sections	81
CD L1-1	01/18/02	-	-	Planting Plan	82
CD L1-2	01/18/02	-	-	Planting Plan	83
CD L1-3	01/18/02	-	-	Planting Plan	84
CD L1-4	01/18/02	-	-	Planting Plan	85
CD L1-5	01/18/02	-	-	Planting Plan	86
CD L2-1	01/18/02	-	-	Planting Details	87
CD S1-1	01/18/02	-	-	CSO Storage Plan and Profile	88
CD S1-2	01/18/02	-	-	Misc. Details Flushing Structure #51	89
CD S1-3	01/18/02	-	-	Misc. Details Flushing Structure #52 & 53	90
CD S1-4	01/18/02	-	-	CSO Storage Wet Well Structure #54	91
CD S1-5	01/18/02	-	-	CSO Storage Wet Well Structure #55	92
CD S1-6	01/18/02	-	-	CSO Storage Screening Structure	93
CD S1-7	01/18/02	-	-	CSO Storage Headwall Details	94
CD S1-8	01/18/02	-	-	CSO Storage Sanitary Manhole Details	95
CD S1-9	01/18/02	-	-	CSO Storage Cross Sections	96
CD S1-10	01/18/02	-	-	CSO Storage Cross Sections	97
CD S1-11	01/18/02	-	-	CSO Storage Cross Sections	98
CD S2-1	01/18/02	-	-	CSO Storage General Notes	99
CD S2-2	01/18/02	-	-	CSO Storage Typical Details	100
CD S2-3	01/18/02	-	-	CSO Storage Partial Plan View	101
CD S2-4	01/18/02	-	-	CSO Storage Partial Plan View	102
CD S2-5	01/18/02	-	-	CSO Storage Partial Plan View	103
CD S2-6	01/18/02	-	-	CSO Storage Partial Plan View	104
CD S2-7	01/18/02	-	-	CSO Storage Structure #54	105
CD S2-8	01/18/02	-	-	CSO Storage Structure #53	106
CD S2-8A	01/18/02	-	-	CSO Storage Weir Overflow Box	107
CD S2-9	01/18/02	-	-	CSO Storage Structure #52	108
CD S2-10	01/18/02	-	-	CSO Storage Structure #55 & 51	109
CD S2-11	01/18/02	-	-	CSO Storage Sections and Details	110
CD S2-12	01/18/02	-	-	CSO Storage Sections and Details	111
CD S2-13	01/18/02	-	-	CSO Storage Sections and Details	112
CD S2-14	01/18/02	-	-	CSO Storage Sections and Details	113
CD S2-15	01/18/02	-	-	CSO Storage Sections and Details	114

1.8 AS-BUILT DOCUMENTS

1.8.1 General.

This section covers the completion of **as-built drawings** and as-built specifications, as a requirement of the contract.

1.8.1.1 As-Built Drawings

An as-built drawing is a construction drawing revised to reflect the final as-built conditions of the project because of modifications, changes, corrections to the project design required during construction, submittals and extensions of design. The terms "drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings that are revised to be used for the "RECORD DRAWING AS-BUILTS".

1.8.1.2 As-Built Specifications:

As-built specifications are the construction specifications as modified by changes (contract mods, ACO approved variations from the construction specifications which did not result in contract mods).

1.8.2 Maintenance of Working As-Built Drawings

The Contractor shall revise 2 sets of paper prints by red-line process to show the as-built conditions during the prosecution of the project. These as-built marked prints shall be kept current on a weekly basis and available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. Changes must be reflected on all sheets affected by the change. The working as-built marked prints will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor before submission of each monthly pay estimate. The working as-built drawings shall show the following information, but not be limited thereto:

a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

b. The location and dimensions of any changes within the building structure.

c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.

d. Additional as-built information that exceeds the detail shown on the Contract Drawings. These as-built conditions include those that reflect structural details, fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations and layouts, equipment, sizes, mechanical room layouts and other extensions of design, that were not shown in the original contract documents because the exact details were not known until after the time of approved

shop drawings. It is recognized that these shop drawing submittals (revised showing as-built conditions) will serve as the as-built record without actual incorporation into the contract drawings. All such shop drawing submittals must include, along with the hard copy of the drawings, CADD files of the shop drawings in a commercially available digital format, compatible with the Using Agency System (see paragraph "Computer Aided Design and Drafting (CADD) Drawings"). All shop drawings which require submittal of CADD files are indicated in the submittal register located at the end of this section.

e. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.

f. Changes or modifications which result from the final inspection.

g. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.

h. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.

i. If fire protection and fire detection related systems are included in this project, the as-built drawings will include detailed information for all aspects of the systems including wiring, piping, and equipment drawings.

1.8.3 Retainage

The Contractor shall include in his schedule of values, the cost of as-built document preparation. This value shall include all requirements of this clause:

- Maintenance of working as-built drawings
- Maintenance of working as-built specifications
- Conversion of submittals and other miscellaneous documents into electronic files
- Creation of "Record As-Built Drawings & Specifications" (either by CADD dwgs and Specs intact specifications or by manually prepared documents as specified herein.)
- Creation of a CD containing all required files.
- Submittal of as-built documents in the required media forms and numbers of copies

If the Contractor fails to maintain the working as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of bringing the as-built documents up to date. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of working as-built documents.

1.8.4 Preliminary Submittal

Six (6) weeks before occupancy of this facility by the Government, the Contractor shall submit one (1) set of the original working as-built drawings to the Contracting Officer for review and approval. These working as-built marked drawings shall be neat, legible and accurate. The review by

Government personnel will be expedited to the maximum extent possible. Upon approval, the working as-built marked drawings will be returned to the Contractor for use in preparation of final as-built drawings. If upon review, the working as-built marked drawings are found to contain errors and/or omissions, they will be returned to the Contractor for corrections. The Contractor shall complete the corrections and return the working as-built marked drawings to the Contracting Officer within 10 calendar days.

1.8.5 Preparation of Final As-Built Drawings

Upon approval of the working as-built prints submittal, the Contractor will be furnished, by the Government, one set of contract drawings in CADD (if not previously provided) with all amendments incorporated, to be used for final as-built drawings. Any contract modifications that were developed by revision of contract drawing CADD files, will already have the modifications reflected in the files provided to the Contractor. These contract drawings will be furnished in the format specified in paragraph "Computer Aided Design and Drafting" (CADD). These drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, adding such additional drawings as may be necessary. These drawings are part of the permanent records of this project and the Contractor shall be responsible for the protection and safety thereof until returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

In the event the Contractor accomplishes additional work which changes the as-built conditions of the facility, after submission and approval of the working as-built drawings, he shall be responsible for the addition of these changes to the working as-built drawings and also to the final as-built documents.

1.8.6 Markings and Indicators

Changes shall be annotated with a triangle and sequential number at the following locations:

- a. bottom of the revised detail
- b. right hand and bottom border aligned with the revised detail
- c. the revision block of the title block.

Separate markings shall be made for each modification negotiated into the contract.

1.8.7 Preparation of Final As-Built Specifications

Final as-built specifications shall be prepared in Specsintact and the electronic files shall be placed on the same CD-ROM that contains the as-built CADD files, if applicable. The front sheet of the specifications shall contain an identification which clearly labels the specifications as representing as-built conditions and shall be dated with the date of the submittal.

1.8.8 Preparation of Other As-Built Documents

All other non-electronic documents which may include design analysis, catalog cuts, certification documents that are not available in native electronic format shall be scanned and provided in an organized manner in Adobe .pdf format.

1.8.9 Submittal of Final As-Built Documents

At the time of Beneficial Occupancy of the project, Final As-Built documents shall be provided to the Contracting Officer in the formats described in paragraph "Computer Aided Design and Drafting (CADD)".

1.8.10 Partial Occupancy

For projects where portions of construction are to be occupied or activated before overall project completion, including portions of utility systems, as-built drawings for those portions of the facility being occupied or activated shall be supplied at the time the facility is occupied or activated. This same as-built information previously furnished must also be shown on the final set of as-built drawings at project completion.

1.8.11 Computer Aided Design and Drafting (CADD) Drawings

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality to that of the originals. Line work, line weights, lettering, layering conventions, and symbols shall be the same as the original line work, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same guidance specified for original drawings. Three dimensional (3D) elements shall be placed in files in their proper locations when using 3D files with spatially correct elements. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD media files supplied by the Government. All work by the Contractor shall be done on files in the format in which they are provided. Translation of files to a different format, for the purpose of As-Built production, and then retranslating back to the format originally provided, will not be acceptable. These contract drawings will already be compatible with the Using Agency's system when received by the Contractor. The Using Agency uses AutoCAD Release 14. The media files will be supplied by the Contractor to the COR on ISO 9660 Format CD-ROM. The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make all required corrections, changes, additions, and deletions.

a. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 5 mm (3/16 inch) high. All other contract drawings shall be marked either "AS-BUILT" drawing denoting no revisions on the sheet or "REVISED AS-BUILT" denoting one or more revisions. Original contract drawings shall be dated in the revision block.

b. Revision markers defined in paragraph "Markings and Indicators" shall be placed as follows:

(1) at the detail, placed in the design file where the revised graphics are located and the revision was placed

(2) right hand and bottom border in the drawing sheet file revision block of the title block in the drawing sheet file.

c. After receipt by the Contractor of the approved working as-built prints and the original contract drawings files the Contractor shall, within 30 calendar days, make the final as-built submittal. This submittal shall consist of 2 sets of completed final as-built drawings on separate media consisting of both CADD files (compatible with the Using Agency's system on electronic storage media identical to that supplied by the Government) and Mylars; 2 blue line prints of these drawings and the return of the approved marked working as-built prints. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with its CADD system. All paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

1.8.13 Payment

No separate payment will be made for as-built drawings required under this contract, and all costs in conjunction therewith, shall be considered a subsidiary obligation of the Contractor.

1.10 EQUIPMENT DATA

Real Property Equipment.

Contractor shall be required to make an **Equipment-in-Place list** of all installed equipment furnished under this contract. This list shall include all information usually listed on manufacturer's name plate. The form is part of SPECIAL CLAUSES and is included following the SPECIAL CLAUSES, so to positively identify the piece of property. The list shall also include the cost of each piece of installed property F.O.B. construction site. For each of the items which is specified herein to be guaranteed for a specified period from the date of acceptance thereof, the following information shall be given: The name, serial and model number address of equipment supplier, or manufacturer originating the guaranteed item. The Contractor's guarantee to the Government of these items will not be limited by the terms of any manufacturer's guarantee to the Contractor. Furnish the list as one (1) reproducible and three (3) copies to the Contracting Officer thirty (30) calendar days before completion of any segment of the contract work which has an incremental completion date.

Maintenance and Parts Data.

The Contractor will be required to furnish a brochure, catalog cut, parts list, manufacturer's data sheet or other publication which will show detailed parts data on all other equipment subject to repair and maintenance procedures not otherwise required in Operations and Maintenance Manuals

specified elsewhere in this contract. Distribution of directives shall follow the same requirements as listed in paragraph above.

1.11 PHYSICAL DATA (APR 1984) FAR 52.236-4.

2 January 1996

Data and information furnished or referred to below is furnished for the Contractor's information. The Government will not be responsible for any interpretation or conclusion drawn from the data or information by the Contractor.

Physical Conditions indicated on the drawings and in the specifications are the result of site investigations.

Weather Conditions. The Contractor shall make his own investigations as to weather conditions at the site. Data may be obtained from various National Weather Service offices located generally at airports of principal cities, the nearest to this project being:

Indianapolis, IN WSFO
NWS Forecast Office, NOAA
Indianapolis Intl. Airport
Indianapolis, IN 46241
317-248-4044

Historical data for all areas may be obtained from:

U. S. Department of Commerce
National Climatic Center
Federal Building
Asheville, N. C. 28801

Transportation Facilities. Roads and railroads in the general area are shown on the drawings. Access ways shall be investigated by the Contractor to satisfy himself as to their existence and allowable use.

Hydrographs are shown on the drawings.

1.12 UTILITIES (APR 1984) FAR 52.236-14 (PARA. 1.12.A.(1) & 1.12.A.(2) ONLY).

- a. Not Used.
- b. Alterations to Utilities

Where changes and relocations of utility lines are noted to be performed by others, the Contractor shall give the Contracting Officer at least thirty (30) days written notice in advance of the time that the change or relocation is required. In the event that, after the expiration of thirty (30) days after the receipt of such notice by the Contracting Officer, such utility lines have not been changed or relocated and delay is occasioned to the completion of the work under contract, the Contractor will be entitled to a time extension equal to the period of time lost by the Contractor after the expiration of said thirty (30) day period. Any modification to existing or relocated lines required as a result of the Contractor's method of operation shall be made wholly at the Contractor's expense and no additional time will be allowed for delays incurred by such modifications.

- c. Interruptions of Utilities

(1) No utility services shall be interrupted by the Contractor to make connections, to relocate, or for any purpose without approval of the Contracting Officer.

(2) Request for Permission to shut down services shall be submitted in writing to the Contracting Officer not less than seventeen (17) days before date of proposed interruption. The request shall give the following information:

- (a) Nature of Utility (Gas, L.P. or H.P., Water, etc.)
- (b) Size of line and location of shutoff;
- (c) Buildings and services affected.
- (d) Hours and date of shutoff.
- (e) Estimated length of time services will be interrupted.

(3) Services shall not be shutoff until receipt of approval of the proposed hours and date from the Contracting Officer.

(4) Shutoffs which will cause interruption of Government work operations as determined by the Contracting Officer shall be accomplished during regular non-work hours or on non-work days of the Using Agency without any additional cost to the Government.

(5) Operation of valves on water mains will be by Government personnel. Where shutoff of water lines interrupts service to fire hydrants or fire sprinkler systems, the Contractor shall arrange his operations and have sufficient material and personnel available to complete the work without undue delay or to restore service without delay in event of emergency.

(6) Flow in gas mains which have been shut off shall not be restored until the Government inspector has determined that all items serviced by the gas line have been shut off.

1.13 QUANTITY SURVEYS (APR 1984) FAR 52.236-16

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as

necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

d. All Contractor surveys shall be conducted by a licensed Land Surveyor, unless the Contracting Officer waives this requirement in a specific instance.

1.14 LAYOUT OF WORK (APR 1984) FAR 52.236-17

The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

20 Feb 2002

1.16 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) FAR 52.236-1

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

a. For purposes of this paragraph "WORK BY THE CONTRACTOR" is defined as prime Contractor direct contract labor (including testing and layout personnel), exclusive of other general condition or field overhead personnel, material, equipment, or subcontractors. The "TOTAL AMOUNT OF WORK" is defined as total direct contract labor (including testing and layout personnel), exclusive of other general condition or field overhead personnel, material, or equipment.

b. Within 7 days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Contracting Officer a completed SF 1413, "Statement and Acknowledgment." The form shall include the subcontractor's acknowledgement of the inclusion in his subcontract of the clauses of this contract entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act-Overtime Compensation," "Apprentices and Trainees," "Compliance with Copeland Regulations," "Withholding of Funds," "Subcontracts," "Contract Termination-Debarment," and "Payrolls and Basic Records." Nothing contained in this contract shall create any contractual relation between the subcontractor and the Government.]

1.17 SUPERINTENDENCE OF SUBCONTRACTORS

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by CONTRACT CLAUSE: SUPERINTENDENCE BY THE CONTRACTOR.

(1) If more than 50 percent and less than 70 percent of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70 percent or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50 percent of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirements for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

1.18 NOT USED

1.19 NOT USED

1.20 WARRANTY OF CONSTRUCTION (MAR 1994) ALTERNATE 1 (APR 1984) FAR 52.246-21I.

a. General Requirements

(1) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 1.20.a.(9) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(2) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(a) As a part of the one year warranty inspection, the Contracting Officer will conduct an infrared roof survey on any project involving a membrane roofing system. This survey will be conducted in accordance with ASTM C1153-90, "Standard Practice for Location of Wet Insulation in Roofing Systems Using Infrared Imaging". In accordance with paragraph 1.20.a.(3) and 1.20.a.(4) below, the Contractor shall be required to replace all damaged materials and to locate and repair sources of moisture penetration.

(3) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(a) The Contractor's failure to conform to contract requirements; or

(b) Any defect of equipment, material, workmanship, or design furnished.

(4) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(5) The Contracting Officer shall notify the Contractor, in writing, (see para. 1.20.b.(3) and 1.20.e) within a reasonable time after the discovery of any failure, defect, or damage.

(6) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, (see para. 1.20.5) the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(7) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(a) Obtain all warranties that would be given in normal commercial practice;

(b) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(c) Provide names, addresses, and telephone numbers of all subcontractors, equipment suppliers, or manufacturers with specific designation of their area of responsibilities if they are to be contacted directly on warranty corrections; and

(d) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(8) In the event the Contractor's warranty under paragraph of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(9) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(10) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(11) Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

b. Performance Bond

(1) The Contractor's Performance Bond will remain effective throughout the construction warranty period and warranty extensions.

(2) In the event the Contractor or his designated representative(s) fails to commence and diligently pursue any work required under this clause, and in a manner pursuant to the requirements thereof, the Contracting Officer shall have a right to demand that said work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Contracting Officer shall have the work performed by others, and after completion of the work, may make demand for reimbursement of any or all expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

(3) Following oral or written notification of required warranty repair work, the Contractor will respond as dictated by para. 1.20.e. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor as outlined in the paragraph 1.20.b.(2) above.

c. Pre-Warranty Conference

Prior to contract completion and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this clause. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor will furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warrantied construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of his responsibilities in connection with other portions of this provision.

d. Equipment Warranty Identification Tags

(1) The Contractor shall provide warranty identification tags on all Contractor and Government furnished equipment which he has installed.

(a) The tags shall be similar in format and size to the exhibits provided by this specification, they shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure-sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

(b) Sample tags shall be submitted for Government review and approval. These tags shall be filled out representative of how the Contractor will complete all other tags.

run for one year from the date of repair or replacement. Such activity shall include an updated warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be identical to the original tag, except that the Contractor's warranty expiration date will be one year from the date of acceptance of the repair or replacement.

e. Contractor's Response to Warranty Service Requirements. Following oral or written notification by the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, the Contractor shall respond to warranty service requirements in accordance with the "Warranty Service Priority List" and the three categories of priorities listed below.

First Priority Code 1 Perform on site inspection to evaluate situation, determine course of action, initiate work within 24 hours and work continuously to completion or relief.

Second Priority Code 2 Perform on site inspection to evaluate situation, determine course of action, initiate work within 48 hours and work continuously to completion or relief.

Third Priority Code 3 All other work to be initiated within 5 work days and work continuously to completion or relief.

The "Warranty Service Priority List" is as follows:

Code 1 Air Traffic Control and Air Navigation Systems and Equipment.

Code 1 Air Conditioning System

- a. Hospital.
- b. Buildings with computer equipment.
- c. Commissary and Main PX.
- d. Clubs.
- e. Barracks, mess halls, BOQ/BEQ (entire building down).
- f. Troop medical and dental.

Code 2 Air Conditioning Systems

- a. Recreational support.
- b. Air conditioning leak in part of building, if causing damage.
- c. Admin buildings with ADP equipment not on priority list.

Code 1 Doors

- a. Overhead doors not operational.

Code 1 Electrical

- a. Power failure (entire area or any building operational after 1600 hours).
- b. Traffic control devices.
- c. Security lights.

Code 2 Electrical

- a. Power failure (no power to a room or part of building).
- b. Receptacle and lights.
- c. Fire alarm systems.

Code 1 Gas
 a. Leaks and breaks.
 b. No gas to family housing unit or cantonment area.

Code 1 Heat
 a. Hospital/Medical facilities.
 b. Commissary and Main PX.
 c. Clubs.
 d. Area power failure affecting heat.

Code 2 Heat
 a. Medical storage.
 b. Barracks.

Code 1 Intrusion Detection Systems
 Finance, PX and Commissary, and high security areas.

Code 2 Intrusion Detection Systems
 Systems other than those listed under Code 1.

Code 1 Kitchen Equipment
 a. Dishwasher.
 b. All other equipment hampering preparation of a meal.

Code 2 Kitchen Equipment
 All other equipment not listed under Code 1.

Code 2 Plumbing
 a. Flush valves.
 b. Fixture drain, supply line commode, or water pipe
 leaking.
 c. Commode leaking at base.

Code 1 Refrigeration
 a. Commissary.
 b. Mess Hall.
 c. Cold Storage.
 d. Hospital.
 e. Medical storage.

Code 2 Refrigeration
 Mess hall - other than walk-in refrigerators and
 freezers.

Code 1 Roof Leaks
 Temporary repairs will be made where major damage to
 property is occurring.

Code 2 Roof Leaks
 Where major damage to property is not occurring, check
 for location of leak during rain and complete repairs
 on a Code 2 basis.

Code 1 Swimming Pools
 Chlorine leaks or broken pumps.

Code 1 Tank Wash Racks (Bird Baths)
 All systems which prevent tank wash.

Code 1 Water (Exterior)
 Normal operation of water pump station.

Code 2 Water (Exterior)
 No water to facility.

Code 1 Water, Hot (and Steam)
 a. Hospitals.
 b. Mess halls.
 c. BOQ, BEQ, barracks (entire building).
 d. Medical and dental.

Code 2 Water, Hot
 No hot water in portion of building listed under
 Code 1 (items a through c).

Code 1 Sprinkler System
 All sprinkler systems, valves, manholes, deluge
 systems, and air systems to sprinklers.

(1) Should parts be required to complete the work and the parts are not immediately available, the Contractor shall have a maximum of 12 hours after arrival at the job site to provide the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, with firm written proposals for emergency alternatives and temporary repairs for Government participation with the Contractor to provide emergency relief until the required parts are available on site for the Contractor to perform permanent warranty repair. The Contractors proposals shall include a firm date and time that the required parts shall be available on site to complete the permanent warranty repair. The Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, will evaluate the proposed alternatives and negotiate the alternative considered to be in the best interest of the Government to reduce the impact of the emergency condition. Alternatives considered by the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer will include the alternative for the Contractor to "Do Nothing" while waiting until the required parts are available to perform permanent warranty repair. Negotiating a proposal which will require Government participation and the expenditure of Government funds shall constitute a separate procurement action by the using service.

1.21 NOT USED

1.22 NOT USED

1.23 NOT USED

1.24 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984) FAR
 52.245-3.

a. The Government will furnish to the Contractor the property identified in the Schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished at the place specified below. When the property is delivered, the Contractor

shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract.

GFP and Location of GFP:

"Granular Fill" from the stockpile located at the McCarty Street site

b. The Contractor is required to transport the fill to the jobsite at its own expense.

2 JANUARY 1991

1.25 OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991) DFARS 252.236-7002.

a. The Contractor shall--

(1) Promptly recover and remove any material, plant, machinery, or appliance which the Contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions until the same are removed.

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

b. The Contracting Officer may--

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph a. above of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

c. The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in Sections 15, 19, and 20 of River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et seq.).

1.26 PROJECT SIGN

General. The Contractor shall furnish and erect at the location directed one project sign.

Exact placement location will be designated by the Contracting Officer. The panel sizes and graphic formats have been standardized for visual consistency throughout all Corps operations.

Panels are fabricated using HDO plywood with dimensional lumber uprights and bracing.

All legends are to be painted in the sizes and styles as specified by the graphic formats shown at the end of this section. The signs (including back and edges), posts and braces shall be given two coats of Benjamin Moore No. 120-60 poly-silicone enamel or approved equal before lettering. The 4' x 4' right section of the project sign shall be white with black lettering. The 2' x 4' left section shall be Communication Red (CR) with white lettering. Paint colors shall be as follow:

Black -	Federal Standard 595a	Color Number 27038
White -	Federal Standard 595a	Color Number 27875
Red -	PANTONE 032	

An example of the sign including mounting and fabrication details are also provided at the end of this section.

Name of the project shall be as follows:

Upper West Bank and CSO Box
Indianapolis, Indiana

Name of the designer shall be as follows:

Sasaki Associates
64 Pleasant St.
Watertown, MA

Name of local sponsor shall be as follows:

White River State Park and
City of Indianapolis

Erection and Maintenance.

a. The signs shall be erected at the designated location(s). Signs shall be plumb and backfill of post holes shall be well tamped to properly support the signs in position throughout the life of the contract. The signs shall be maintained in good condition until completion of the contract, shall remain the property of the Contractor, and shall be removed from the site upon completion of work under the contract.

b. The Corps of Engineers logo and the local sponsor's logo will be provided by the Contracting Officer.

Payment. No separate payment will be made for furnishing and erecting the project signs as specified and costs thereof shall be considered a subsidiary obligation of the Contractor.

1.27 NOT USED

1.28 WAGE RATES

The decision of the Secretary of Labor, covering rates of wages, including fringe benefits to be paid laborers and mechanics performing work under this contract, is attached hereto. The payment for all classes of laborers and mechanics actually employed to perform work under the contract will be

specified in the following contract clauses: DAVIS-BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, and THE COPELAND ACT.

1.29 NOT USED

1.30 INTERFERENCE WITH TRAFFIC AND PUBLIC AND PRIVATE PROPERTY.

a. The Contractor at all times shall dispose his plant and conduct the work in such manner as to cause as little interference as possible with private and public travel. Damage (other than that resulting from normal wear and tear) to roads, shall be repaired to as good a condition as they were prior to the beginning of work and to the satisfaction of the Contracting Officer.

b. The Contractor shall provide and maintain as may be required by the State of Indiana, Department of Transportation, proper barricades, fences, danger signals and lights, provide a sufficient number of watchmen, and take such other precautions as may be necessary to protect life, property and structures, and shall be liable for and hold the Government free and harmless from all damages occasioned in any way by his act or neglect, or that of his agents, employees, or workmen.

1.31 SEQUENCE OF WORK.

a. Contractor has permission to close one northbound lane and the sidewalk of White River Parkway adjacent to the project limits for the entirety of the project for construction activities and safety. The Contractor shall coordinate the lane closure with Mr. Terry Dawson, DCAM - Traffic Engineering Section, 317-327-5234. City will waive the lane closure fees to the Contractor.

b. Contractor shall erect and maintain throughout the construction period suitable fencing across the sidewalk at the project limits.

c. Contractor shall erect and maintain suitable signage and barricades to close the sidewalk along White River Parkway adjacent to the project limits. The sidewalk closing shall be coordinated with the street lane closure.

d. As an erosion control device, partial construction of the core stone portion of the stone dike shall be completed at the beginning of the Project, before any demolition is done, especially demolition of the concrete slope wall. Once enough of the core stone portion of the stone dike has been constructed, and is capable of functioning as an erosion control device, then, and only then, shall demolition of the concrete sloped wall begin. The crushed concrete aggregate resulting from the demolition of the concrete slope wall shall then be incorporated into the remaining construction of the core stone portion of the stone dike, as indicated on the Drawings and specified herein.

1.32 NOT USED

1.33 NOT USED

1.34 EQUIPMENT AND OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)
EFAR 52.231-5000.

a. This does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time of negotiations shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Cover Sheet.

e. Whenever a modification or equitable adjustment of contract price is required, the contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of SPECIAL CONTRACT REQUIREMENT: EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. A copy of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule" is available for review at the office of the District Engineer, Room 821, 600 Dr. Martin Luther King, Jr. Place, Louisville, Kentucky, or a copy may be ordered from the Government Printing Office at a cost of \$11.00 by calling telephone no. (301) 953-7974.

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10	008-022-00263-4
11	008-022-00264-2
12	008-022-00265-1

1.35 LABOR, EQUIPMENT, AND MATERIAL REPORTS

Daily Equipment Report. The Contractor shall submit a daily report of all Contractor-owned or rented equipment at the jobsite. A similar report is required for all subcontractor equipment. The subcontractor's report may be separate or included with the Contractor's report provided the equipment is adequately identified as to ownership. The required equipment report shall include each item of equipment (hand-operated small tools or equipment excluded) on the job and shall specifically identify each item as to whether it is Contractor-owned or rented, shifts, hours of usage, down time for repairs, and standby time. Identification of the equipment shall include make, model and plant number of all items. Separate identification by a key sheet providing these data may be utilized with the daily report indicating the type of equipment and the equipment plant numbers. The format of the Daily Equipment Report will be as approved by the Government in the field.

Labor, Equipment & Material Reports for Extra Work/Cost. A Report shall also be submitted by the Contractor listing any labor, equipment and materials expended on and/or impacted by any change order directed by the Government and for which total price/time agreement has not been reached. These requirements also apply to subcontractors at any tier. The same Report is required at any time the Contractor claims or intends to claim for extra costs whether or not there is Government recognition (constructive changes). This requirement is in addition to any Contractor "Notice" or "Reservation of Rights". Submittal of such a report will not be construed as satisfying the "Notice" required under the "Changes" clause or any other clause. But, absence of such Reports submitted to the Government contemporaneously with the alleged extra work/cost will be considered as evidence that no such extra work/cost occurred that are chargeable to the Government.

The Report shall be detailed to the degree required by the Government in the field and shall contain the following as a minimum:

- a. The cause of the extra labor, equipment or materials costs.
- b. For extra labor - Indicate crew, craft, hours, location and cost. Describe nature or type of extra costs, i.e, extra work, overtime, acceleration, interference, reassignment, mobilizations and demobilizations, supervision, overhead, type of inefficiency, etc.
- c. For extra equipment - Indicate type and description, hours, location, cost; whether working, idle, standby, under repair, extra work involved, etc.

d. For extra materials - Indicate type and description, where used, whether consumed, installed or multi-use, quantity, cost, extra work involved, etc.

e. Affected activities - Relate to Contract Schedule (Network Analysis); demonstrate whether delay or suspension is involved.

f. Segregate all entries by prime and each subcontractor.

g. Summarize costs daily and by cumulative subtotal or with frequency required by the Government.

This report will not be considered as evidence that any of the alleged extra costs actually occurred. The report will be used to check against over obligation of funds for change orders directed prior to price/time agreement and to track alleged extra costs the Contractor considers otherwise chargeable against the Government. The Government may respond at any interval to either challenge, amend or confirm the report. Absence of a Government response is not to be considered acquiescence or denial. The Government may order work stoppage if deemed necessary to avoid overobligation of funds. The frequency of the report shall be daily or as otherwise approved by the Government representative in writing.

1.36 NOT USED

1.37 INDIANA SALES AND USE TAX

a. This contract is a construction contract which contains separate amounts applicable to the performance of the services and the furnishing of the materials as defined in State of Indiana, Department of Revenue Information Bulletin No. 60, dated December 2, 1987. Notwithstanding any other provision of this contract, the contract price does not include any amount for Indiana Sales and Use Tax on materials to be incorporated by the Contractor or any subcontractor into the structure or improvement to real estate. The Contractor or any Subcontractor should provide his supplier with a State of Indiana General Exemption Certificate for Construction Contractors (Form ST-134) with respect to such property.

b. For the purpose of complying with the requirements of State of Indiana, Department of Revenue Information Bulletin No. 60, dated December 2, 1987, the Contractor, pursuant to the requirements of the solicitation has furnished prior to contract award a breakdown separately pricing (1) materials to be incorporated into the structure or improvement to real estate; (2) services and other obligations of the construction contract; and (3) total contract price. This breakdown is for the sole purpose of complying with the requirements of State of Indiana, Department of Revenue Bulletin No. 60, dated December 2, 1987 with regard to separate pricing of services and material and has no other contractual significance.

c. Any subcontracts awarded hereunder shall also contain separate amounts applicable to the performance of services and the furnishing of materials.]

1.38 NOT USED

1.39 PROGRESS PHOTOGRAPHS

The Contractor shall, during the progress of the work, furnish the Contracting Officer photographs, slides, digital photos (furnished on CD-ROM) and negatives depicting construction progress. The photographic work furnished shall be commercial quality as determined by the Contracting Officer. The photography shall be performed between the first and fifth of each month and the photographs, slides and negatives delivered to the Contracting Officer not later than the 15th of each month taken. A maximum of six views from different positions shall be taken as directed to show, inasmuch as possible, work accomplished during the previous month. At least, one set of photographs, slides and negatives will be made at completion of the contract, after final inspection by the Contracting Officer. The photographs shall be 8"x10" color prints and the slides 35 mm color. Each photograph and slide shall be identified on the face of the picture or the border of the slide giving date made, contract title and number, location of work, as well as a brief description of work depicted. Each negative will be identified with the same information on a sheet of paper by cross-referencing to the number on the negative. Two copies of photographs and slides, along with the original negatives of each view taken, shall be furnished to the Contracting Officer by the time stipulated above. No separate payment will be made for these services and all costs in connection thereto shall be considered a subsidiary obligation of the Contractor.

1.40 PAYMENT FOR MATERIALS DELIVERED OFFSITE. (MAR 1995) EFARS 52.232-5000.

Pursuant to CONTRACT CLAUSE: PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS, materials delivered to the Contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the CONTRACT CLAUSES are fulfilled. Payment for items delivered to locations other than the worksite will be limited to:

(1) Materials required by the technical provisions,

(2) Materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contract and including the value of material and labor incorporated into the item.

1.41 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (SEP 1989) FAR 52.228-5.

The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(1) Coverage complying with State laws governing insurance requirements, such as those requirements pertaining to Workman's Compensation and Occupational Disease Insurance. Employer's Liability Insurance shall be furnished in limits of not less than \$100,000.00 except in states with exclusive or monopolistic funds.

(2) Comprehensive General Liability Insurance for bodily injury coverage shall be furnished in limits of not less than \$500,000 per occurrence.

(3) Comprehensive Automobile Liability Insurance for both bodily injury and property damage, shall be furnished in limits of not less than \$200,000.00 per person, \$500,000.00 per accident for bodily injury, and \$20,000.00 per accident for property damage. When the Financial Responsibility or Compulsory Insurance Law of the State, requires higher limits, the policy shall provide for coverage of at least those higher limits.

Before commencing work under this contract, the Contractor shall submit to the Contracting Officer in writing that the required insurance certification has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

1.42 NOT USED

1.43 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER. ER 415-1-15

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: Fixed Price Construction". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
14	9	7	5	6	4	4	4	4	4	5	9

Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated listed above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

1.44 USE OF INCLINOMETER FOR LONG BED DUMP TRUCKS (DACF BULLETIN 25 MARCH 1993)

The recommendation of EM 385-1-1, Section 16.B.15, is mandatory for this project.

1.45 AVAILABILITY OF SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1).

As covered by CONTRACT CLAUSE "ACCIDENT PREVENTION", compliance with EM 385-1-1 is a requirement for this contract. Copies may be purchased for \$31.00 each at the following address:

United States Government Bookstore
Room 118, Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222-4003
Telephone: (412) 395-5021 FAX: (412) 395-4547

Or downloaded from the following website:

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>

1.46 FIRE PROTECTION DURING CONSTRUCTION (MIL-HDBK-1008C PARA. 1.6)

The Contractor is alerted to the requirements of Contract Clause "CLEANING UP" and more specifically to the requirements for fire protection during construction spelled out in EM 385-1-1 and NFPA No. 241 Building Construction and Demolition Operations. This item must be covered in the submittal required under Contract Clause "ACCIDENT PREVENTION".

1.47 NOT USED

1.48 NOT USED

1.49 NOT USED

1.50 CONSTRUCTION HAZARD COMMUNICATION

The Contractor is required to comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1926.59). This standard is designed to inform workers of safe and appropriate methods of working with hazardous substances in the workplace. The standard has five requirements, and every

hazardous or potentially hazardous substance used or stored in the work area is subject to all five. They are:

(1) Hazard Evaluation. Any company which produces or imports a chemical or compound must conduct a hazard evaluation of the substance to determine its potential health or physical hazard. The hazard evaluation consists of an investigation of all the available scientific evidence about the substance. The Contractor is required to assure that all producers (manufacturer/distributors) have performed these evaluations and transmit the required information with any hazardous materials being used or stored on the project site. From the hazard evaluation, a substance may be classified as a health hazard, or a physical hazard. These classifications are then further broken down according to type:

Health Hazards	Physical Hazards
Carcinogens	Combustible liquids
Irritants	Compressed gases
Sensitizers	Explosives
Corrosives	Flammables
Toxic substances	Organic peroxides
Highly toxic substances	Unstable substances
Substances harmful to specific organs or parts of the body	Water-reactive substances

(2) Warning Labels. If a chemical is hazardous or potentially hazardous, the producer or importer must affix a warning label to every container of that chemical before it leaves his facility. The Contractor must assure these labels are attached and legible. The label must identify the chemical, state the hazard, and give the name and address of the producer or importer. If the hazardous substance is transferred to another container, that container must then be labeled, tagged, or marked with the name of the chemical and the appropriate hazard warning. Warning labels should be replaced immediately if they are defaced or removed.

(3) Material Safety Data Sheets. The producer or importer must also supply a material safety data sheet (MSDS). The Contractor must keep these available in the work area where the substance is used, so that the people using the substance can easily review important safety and health information, such as:

The hazard possible from misuse of the substance
Precautions necessary for use, handling, and storage
Emergency procedures for leaks, spills, fire and first aid
Useful facts about the substance's physical or chemical properties

(4) Work Area Specific Training. Because of hazardous substance may react differently depending on how it is used or the environment of the work area, the Contractor must conduct work area specific training; special training which takes the Contractor's operations, environment, and work policies into consideration. Work area training presents:

The hazardous substances which are present in the work place and the hazards they pose

Ways to protect against those hazards, such as protective equipment, emergency procedures, and safe handling

Where the MSDS's are kept, and an explanation of the labeling system
Where the Contractor's written Hazard Communication Program is located

(5) The Written Hazard Communication Program. In accordance with OSHA requirements, the Contractor must prepare a written Hazard Communication Program. This document will be included in the Contractor's Accident Prevention Plan. This document states how the Contractor plans to ensure that hazardous materials are appropriately labeled, how and where MSDS's will be maintained, and how employees will be provided with specific information and training.

1.51 NOT USED

1.52 NOT USED

1.53 NOT USED

1.54 NOT USED

1.55 NOT USED

1.56 CONSTRUCTION AND DEMOLITION (C&D) WASTE MANAGEMENT PLAN

a. The Contractor is required to submit for government approval a detailed C&D Waste Management Plan within 30 days after contract award and prior to initiating any site clearance or C&D work.

b. Specific elements to be addressed in the plan are as follows:
Designated individuals on the contractor's staff who are responsible for C&D waste prevention and management.

(1) Actions that will be taken to reduce solid waste generation (including use of more efficient facility design and construction processes, reduced packaging and packing materials, supplier take-back programs, etc.). Description of the specific approaches to be used in recycling/reuse of the various materials generated, including, as appropriate, the specification of areas and equipment to be used for processing, sorting, and temporary storage of C&D wastes.

(2) Characterization of the waste to be generated during the C&D project, to include types and quantities of waste materials. The characterization should address site waste materials, building materials, packaging, packing, wastes generated by construction equipment, wastes generated by site offices, and wastes generated by the workforce on-site.

(3) Landfill and/or incinerator name, tipping fee amounts, projected cost of disposing of all trash and waste materials in the landfill/incinerator, as if there would be no salvage or recycling on the project.

(4) Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and public arts programs that accept used materials (e.g., Habitat For Humanity, national materials exchange networks).

(5) A list of specific waste materials that will be salvaged for resale, salvaged and reused, and recycled; the recycling facilities that will be utilized; and copies of their permits and/or registrations.

(6) Identification of materials that cannot be recycled/reused with a written justification. All disposed materials including anticipated hazardous wastes must include names of haulers and disposal sites, and copies of their permits and/or registrations.

(7) Anticipated net cost savings determined by subtracting contractor program management costs and the cost of salvage (deconstruction), separating, and recycling from the following:

- (1) revenue from the sale of salvaged products and materials;
- (2) revenue from the sale of recycled products and materials;
- (3) revenue from the return of materials; and
- (4) incineration and/or landfill tipping fees saved due to diversion of materials.

(8) The plan must cover the following materials if the material is applicable to the specific project.

Asphalt	Gypsum
Concrete	Plastic
Soil	Polystyrene
Metal	Porcelain
Wood	Corrugated cardboard
Brick	Carpet

c. Firms and facilities used by the contractor for recycling, reuse, and disposal shall be appropriately permitted for the contractor's intended use, to the extent required by federal, state, and local regulations. The contractor shall maintain records of disposition of the materials, including all copies of manifests, origin, and disposal forms, and bills of lading. All facility, landfill, and hauler permits showing USEPA and state registration numbers shall be maintained and shall be available to the contracting officer when requested.

d. The Contracting Officer shall review the C&D waste management plan in coordination with the environmental office within 7 calendar days of submittal. Where the contracting officer determines that the contractor has diligently explored all feasible methods to reduce C&D waste, the plan shall be approved, or approved with comment. Where it is determined that the contractor has not diligently explored all feasible methods, the contracting officer shall request a resubmittal.

e. All revenues generated by reusing, returning, salvaging, or recycling materials, as well as costs avoided by reduced tipping and incineration fees as compared to conventional disposal shall accrue to the contractor's benefit and be reported to the Contracting Officer. Where an on-site Army C&D landfill is the only available disposal facility, the Contractor will be charged the prevailing commercial rate.

1.57 PARTNERING

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the Corps of Engineers, Sponsors, the Contractor, primary subcontractors and the designers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. All costs, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor. The Contractor and Government shall be responsible for their own labor and travel costs.

1.58 NOT USED

1.59 NOT USED

1.60 NOT USED

1.61 CONTINUING CONTRACTS (MAR 1995) EFARS 52.232-5001.

a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

b. The sum of \$1,000,000.00 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

c. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs 1.61.f and 1.61.i below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

d. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

e. If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

f. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

g. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under CONTRACT CLAUSE: SUSPENSION OF WORK or in any other manner under this contract.

h. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

i. If, upon the expiration of 60 days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

j. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess.

1.62 NOT USED

*1

1.63 Geotechnical Report

The Geotechnical Report dated December 17, 2001, has been included after Section 00840 for information only. It is not part of the solicitation. Applicable requirements have been incorporated into the technical specifications.

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PART 2 PRODUCTS NOT USED

PART 3 EXECUTION NOT USED

-- End Of Document --

SECTION 01100

BID ITEMS

The following description of bid items is not intended to exclude any work required by the plans and specifications. All work shall be included in the total bid price, in one of the three bid items.

1.0 BID ITEM #1 - Construction of all work except as indicated in Bid Items #2 and #3 below, consisting mainly of recreational and aesthetic improvements to the West Bank of the White River and to the White River Parkway, including demolition of the existing concrete slope, creation of the riprap toe and new grass covered slope, walkways, overlooks, landscaping, lighting, etc.

2.0 BID ITEM #2 – All work associated with the construction of the new CSO structure complete and operational, including excavation, backfilling, shoring, dewatering, and the following specific items:

- a. Demolition of the existing 48” pipe, full length.
- b. Construction of the 48” pipe outside of the new CSO structure, connecting the new CSO structure to existing sewer at each end, totaling approximately 1275 ft.
- c. Construction of the 36” pipe outside of the new CSO structure, connecting CSO 40 to the new CSO structure, approximately 900 ft.
- d. Construction of the 24” pipe outside of the new CSO structure, replacing the existing 24” pipe, approximately 50 ft.
- e. Construction of the 60” pipe outside of the new CSO structure for the box overflow, approximately 45 ft.
- f. Construction of the 66” pipe outside of the new CSO structure, connecting CSO 41 to the new CSO structure, approximately 16 ft.

NOTE: Pipe lengths shown above are to aid in identification of the pipe in question. The contractor shall make his own assessment of the length for bidding purposes.

3.0 BID ITEM #3 – Demolition and removal of the old bridge foundation at Michigan Street.

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